



POWER OF ATTORNEY

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Terranco, Limited Liability Company, Assignee"), a Delaware corporation having a place of business at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, certifies that to the best of assignee's knowledge and belief it is the assignee of the entire right, title, and interest in and to the patent(s) and/or patent application(s) listed in Appendix A and represents that the undersigned is a representative authorized and empowered to sign on behalf of the assignee.

Assignee has reviewed the assignment documents that evidence the placement of title in the assignee, true and correct copies of which are attached hereto, and understands and believes that these assignment documents have been submitted for recordation in the U.S. Patent and Trademark Office.

Pursuant to 37 C.F.R. §§1.36 and 3.71, the assignee hereby revokes all powers of attorney previously given and appoints the following attorneys and/or agents in connection with the patent applications and patents identified in Appendix A, that are filed with the United States Patent and Trademark Office:

the practitioners at Customer Number 35690, and

Mark K. Brightwell	Reg. No. 47,446	Lawrence J. Merkel	Reg. No. 41,191
Kay A. Colapret	Reg. No. 52,759	Eric B. Meyertons	Reg. No. 34,876
Stephen J. Curran	Reg. No. 50,664	Dean M. Munyon	Reg. No. 42,914
Mark R. DeLuca	Reg. No. 44,649	Neal E. Persky	Reg. No. 53,452
Russell Henrichs	Reg. No. 50,354	Liza Philip	Reg. No. 51,352
Erik A. Heter	Reg. No. 50,652	David W. Quimby	Reg. No. 39,338
Jeffrey C. Hood	Reg. No. 35,198	Rory D. Rankin	Reg. No. 47,884
Rajiv Jauhari	Reg. No. 55,850	Gareth Sampson	Reg. No. 52,191
B. Noël Kivlin	Reg. No. 33,929	Chris Thompson	Reg. No. 43,188
Robert C. Kowert	Reg. No. 39,255	Mark S. Williams	Reg. No. 50,658
Mario J. Lewin	Reg. No. 54,268	Martin R. Wojcik	Reg. No. 57,577

each of said attorneys or agents being a member or an associate of the firm of Meyertons, Hood, Kivlin, Kowert & Goetzel, P.C., as its attorney or agent for so long as they remain with such firm, to prosecute the application, to make alterations and amendments therein, to transact all business in the Patent and Trademark Office in connection therewith, and to receive any Letters Patent, and for one year after issuance of such Letters Patent to file any request for a certificate of correction that may be deemed appropriate.

Pursuant to 37 C.F.R. §3.71, the assignee hereby states that prosecution of the above-referenced patent application is to be conducted to the exclusion of the inventor(s).

Send all future correspondence to:

B. Noël Kivlin
Meyertons, Hood, Kivlin, Kowert & Goetzel, P.C.
P.O. Box 398
Austin, Texas 78767-0398
(512) 853-8800

Assignee of Interest

Terranco, Limited Liability Company
2711 Centerville Road, Suite 400
Wilmington, DE 19808

Dated: 9-14-06

By: [Signature]
Name: _____

Title: Authorized Person

ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, Brooks Talley, an individual having an address at 75-6009 Alii Dr. #K1 Kailua Kona HI 96740 and Mark Pace, an individual having an address at 500 Bohnen Rd., Santa Cruz, CA 95065 (collectively referred to as "*Assignor*"), does hereby sell, assign, transfer and convey unto Terranco, Limited Liability Company, a Delaware limited liability company, having an office at 2711 Centerville Road, Suite 400, Wilmington, DE 19808 ("*Assignee*"), or its designees, all right, title and interest that exist today and may exist in the future in and to all of the following (the "*Patent Rights*"): (a) the provisional patent applications, patent applications and patents listed below, and (b) current or future rights to (i) provisional patent applications, patent applications, and patents of any kind relating to any inventions and discoveries described in any provisional patent applications, patent applications and patents listed below; (ii) reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, and divisions of such patents and applications; and (iii) foreign counterparts to any of the foregoing, including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants; (c) the rights to all inventions and discoveries described in any provisional patent application, patent application or patent listed below and all other rights arising out of such inventions and discoveries; (d) rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections or other governmental grants of any type related to the any of the foregoing categories (a), (b) and (c), [including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding]; (e) causes of action (whether currently pending, filed, or otherwise) and other enforcement rights, including, without limitation, all rights under the provisional patent applications, patent applications and patents listed below and/or under or on account of any of the foregoing categories (b) and/or (d) to

- (i) damages,
- (ii) injunctive relief, and
- (iii) other remedies of any kind

for past, current and future infringement; and

(f) all rights to collect royalties and other payments under or on account of any of the foregoing.

<u>Patent or Application</u> <u>No.</u>	<u>Country</u>	<u>Filing Date/ Issued</u> <u>Date</u>	<u>Title and Inventor(s)</u>
6,460,050	US	Issued October 1, 2002	Distributed Content Identification System Inventors: Mark Raymond Pace, Brooks Cash Talley
00992728.6	EP	December 22, 2000	Distributed Content Identification System Inventors: Mark Raymond Pace, Brooks Cash Talley
2001-547316	JP	December 22, 2000	Distributed Content Identification System Inventors: Mark Raymond Pace, Brooks Cash Talley
PCT/US00/42832	PCT	December 22, 2000	Distributed Content Identification System Inventors: Mark Raymond Pace, Brooks Cash Talley

Assignor represents, warrants and covenants that:

(1) Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required, to enter into this Agreement, make the assignments, and to carry out its obligations under this Assignment of Patent Rights;

(2) Assignor owns all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patents. Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights. There are no existing contracts, agreements, options,

commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

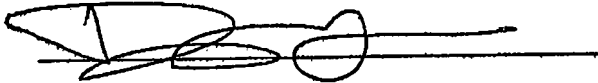
Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor shall, at the reasonable request of Assignee and upon mutually agreeable terms covering compensation for reasonable time and expenses of Seller for any such acts by Seller requiring more than nominal time and expense of the Seller,, do all things necessary, proper, or advisable, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance shall include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights.

The terms and conditions of this Assignment of Patent Rights shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at
KAILUA KONA on MARCH 21, 2006.

ASSIGNOR



Brooks Talley

Mark Place

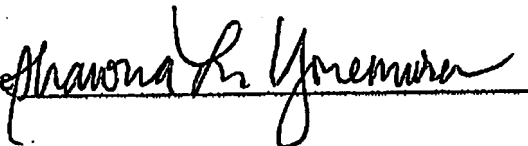
(Signature MUST be notarized)

STATE OF Hawaii)
COUNTY OF Hawaii) ss.

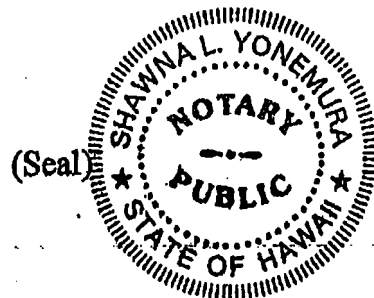
On March 21, 2006, before me, Shawna L. Yonemura
Notary Public in and for said State, personally appeared Brooks Talley
personally known to me (or proved to me on the basis of satisfactory evidence) to be
the person whose name is subscribed to the within instrument and acknowledged to
me that he/she executed the same in his/her authorized capacity, and that by his/her
signature on the instrument the person, or the entity upon behalf of which the person
acted, executed the instrument.

WITNESS my hand and official seal.

Signature



MY COMMISSION EXPIRES: 8-22-07



The terms and conditions of this Assignment of Patent Rights shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at
SCOTTS VALLEY, CA on 2006.3.27.

ASSIGNOR

~~Brooks Talley~~

Mark Pace

(Signature MUST be notarized)

STATE OF California)
COUNTY OF Santa Cruz) ss.

On 3/22/06, before me, Chris Klein
Notary Public in and for said State, personally appeared Mark Pace,
personally known to me (or proved to me on the basis of satisfactory evidence) to be
the person whose name is subscribed to the within instrument and acknowledged to
me that he/she executed the same in his/her authorized capacity, and that by his/her
signature on the instrument the person, or the entity upon behalf of which the person
acted, executed the instrument.

WITNESS my hand and official seal.

Signature

(Seal)

